

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5832885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CAREWIRE, INC.	11/21/2019
LIGHTNING BOLT SOLUTIONS, INC.	11/21/2019
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	13803750
Application Number:	60528107
Application Number:	11010045
Application Number:	11814802
Application Number:	12615099
Application Number:	13306645
Application Number:	62362985
Application Number:	15461884
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-19057

PATENT

NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	11/21/2019
Total Attachments: 6 source=Perfectserve-PNC Patent Assignment#page1.tif source=Perfectserve-PNC Patent Assignment#page2.tif source=Perfectserve-PNC Patent Assignment#page3.tif source=Perfectserve-PNC Patent Assignment#page4.tif source=Perfectserve-PNC Patent Assignment#page5.tif source=Perfectserve-PNC Patent Assignment#page6.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) is made as of this 21st day of November, 2019, among CAREWIRE, INC., a Minnesota corporation (“CareWire”), LIGHTNING BOLT SOLUTIONS, INC., a Delaware corporation (“Lightning” and, together with CareWire, each a “Grantor” and collectively, “Grantors”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among PERFECTSERVE HOLDINGS, INC., a Delaware corporation (together with its permitted successors and assigns, “Intermediate Holdco”), PERFECTSERVE, INC., a Delaware corporation (together with its permitted successors and assigns, “PerfectServe”), such other Persons as may hereafter become Borrowers thereunder (together with their permitted successors and assigns and PerfectServe, collectively, the “Borrowers” and each individually, a “Borrower”), the Persons which are now or which hereafter become lenders thereunder (the “Lenders”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent Collateral”):

(a) all of such Grantor’s patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, “Patents”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by any Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may

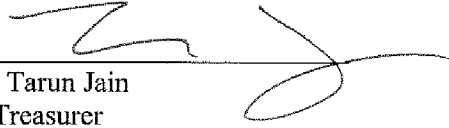
be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.


[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAREWIRE, INC.,
a Minnesota corporation

By: 
Name: Tarun Jain
Title: Treasurer

LIGHTNING BOLT SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Tarun Jain
Title: Treasurer

Signature Page to Patent Security Agreement

PATENT
REEL: 051079 FRAME: 0624

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Benjamin Donkin

Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 051079 FRAME: 0625

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Loan Party	Patent Title	Country	App No. Reg. No.	App. Date Reg. Date
CareWire, Inc.	SYSTEM AND METHOD FOR PROVIDER AND PATIENT COMMUNICATIONS	USA	13803750 20130262135	03-14-2013 10-03-2013
Lightning Bolt Solutions, Inc.	QUEUE-BASED AUTOMATED STAFF SCHEDULING SYSTEM	USA	60528107	12-09-2003
	METHOD AND APPARATUS FOR QUEUE-BASED AUTOMATED STAFF SCHEDULING	USA	11010045 7246076	12-09-2004 07-17-2007
	METHOD AND APPARATUS FOR QUEUE-BASED AUTOMATED STAFF SCHEDULING	USA	11814802	07-09-2008
	METHOD AND APPARATUS FOR CONSTRAINT-BASED STAFF SCHEDULING	USA	12615099	11-09-2009
	METHOD AND APPARATUS FOR CONSTRAINT-BASED STAFF SCHEDULING	USA	13306645	11-29-2011
	METHOD AND APPARATUS FOR HEALTHCARE WORKFLOW OPTIMIZATION	USA	62362985	07-15-2016
	METHOD AND APPARATUS FOR OPTIMIZING CONSTRAINT-BASED DATA	USA	15461884	03-17-2017